

EXHIBIT B

SAMPLE

No. _____

Statement of Irrevocable Guarantee

Claimant: _____ Date of Qualified Assignment _____

Pacific LifeCorp (PLC), a stock holding company domiciled in the State of Delaware, hereby states and represents as follows:

Whereas, PLC has created Pacific Life & Annuity Services, Inc. (PLASI), a wholly-owned subsidiary domiciled in the State of Colorado, to act as assignee and third-party owner with respect to Qualified Assignments as provided in Section 130(c) of the Internal Revenue Code;

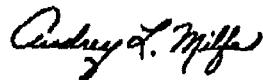
Whereas, PLASI has entered into a Qualified Assignment in the above referenced case; and

Whereas, PLC guarantees all of the obligations of PLASI, including the above referenced obligation.

Now, therefore, PLC states that if PLASI shall fail to make any payment as assumed under said Qualified Assignment, then PLC, by virtue of said guarantee of all of the obligations of PLASI, shall make such payment as and when due.

This statement is executed and signed this _____ day of _____, _____

Pacific LifeCorp



Audrey L. Milfs
Vice President and Secretary

SAMPLE



PACIFIC LIFE

CELEBRATING 150 YEARS

STRENGTH PERFORMANCE PROTECTION



Recognized as a leader in the financial services industry with more than 150 years of experience, Pacific Life attributes its success to a commitment to long-term stability, growth, and outstanding customer service. This commitment is reflected in our consistently high ratings received from the rating agencies.

Pacific Life Insurance Company's organization is relatively unique as we are part of a mutual holding company structure.

We are not a publicly traded company; therefore, we do not need to consider performance of a stock price when making decisions.

Pacific Life Insurance Company and Pacific Life & Annuity Company Ratings

A.M. Best A+ (Superior)	Standard & Poor's® AA- (Very Strong)	Fitch Ratings Ltd. A+ (Strong)	Moody's Investors Service A1 (Good)
Second highest of 16 ratings	Fourth highest of 21 ratings	Fifth highest of 21 ratings	Fifth highest of 21 ratings
Ratings range: A++ to S (Superior to Suspended)	Ratings range: AAA to R (Extremely Strong to Regulatory Action)	Ratings range: AAA to C (Exceptionally Strong to Very Weak)	Ratings range: Aaa to C (Exceptional to Extremely Poor)

Ratings as of February 2018. For current ratings, visit www.PacificLife.com/Ratings.

Insurance products are issued by Pacific Life Insurance Company in all states except New York and in New York by Pacific Life & Annuity Company. Product availability and features may vary by state.

No bank guarantee • Not a deposit • May lose value
Not FDIC/NCUA insured • Not insured by any federal government agency

WHAT THE RATINGS MEAN

A.M. Best	Standard & Poor's	Fitch	Moody's
A++	Superior	AAA	Exceptionally Strong
A+	Superior	AA+	Very Strong
A	Excellent	AA	Very Strong
A-	Excellent	AA-	Very Strong
		A+	Strong
		A	Strong
		A-	Strong
B++	Very Good	BBB+	Good
B+	Very Good	BBB	Good
B	Fair	BBB-	Good
B-	Fair	BB+	Moderately Weak
		BB	Moderately Weak
		BB-	Moderately Weak
		B+	Weak
		B	Weak
		B-	Weak
C++	Marginal	CCC+	Very Weak
C+	Marginal	CCC	Very Weak
C	Weak	CCC-	Very Weak
C-	Weak	CC	Extremely Weak
D	Poor	R	Regulatory Action
E	Under Regulatory Supervision		
F	In Liquidation		
S	Suspended		

Pacific Life Insurance Company and Pacific Life & Annuity Company ratings as of February 2018 are in bold. Sources: Companies listed. A.M. Best, Standard & Poor's, Fitch Ratings Ltd., and Moody's Investors Service ratings are based on financial strength. These ratings do not apply to the safety or performance of the separate accounts funding Pacific Life's variable products. These ratings reflect the claims-paying ability only and are not a guarantee of future performance.

While ratings can be objective indicators of an insurance company's financial strength and can provide a relative measure to help select among insurance companies, they are not guarantees of the future financial strength and/or claims-paying ability of a company and do not apply to any underlying variable investment options. The broker/dealer or the insurance agency from which an annuity may be purchased and any affiliates of those entities are not affiliated with the rating agencies, are not involved in any rating agency's analysis of insurance companies, and make no representations regarding the quality of the analysis conducted by the rating agencies.

Pacific Life refers to Pacific Life Insurance Company and its affiliates, including Pacific Life & Annuity Company. Insurance products are issued by Pacific Life Insurance Company in all states except New York and in New York by Pacific Life & Annuity Company. Product availability and features may vary by state. Each insurance company is solely responsible for the financial obligations accruing under the products it issues.

MUC0155-0218

Mailing addresses:

Pacific Life Insurance Company
P.O. Box 2378
Omaha, NE 68103-2378
(800) 722-4448

In New York, Pacific Life & Annuity Company
P.O. Box 2829
Omaha, NE 68103-2829
(800) 748-6907

www.PacificLife.com

**PACIFIC LIFE**~~SPECIMEN~~**INDIVIDUAL SINGLE PREMIUM SETTLEMENT ANNUITY CONTRACT****Annuity Payments to be Made to Owner's Designee**

Pacific Life Insurance Company, a stock company, ("Pacific Life") will pay annuity payments to the contract Owner, or such person(s) as the contract Owner may designate, subject to the provisions of this and the following pages which are made a part of this contract, according to the attached Contract Data page(s).

READ YOUR CONTRACT CAREFULLY. This contract is a legal contract between the contract Owner and Pacific Life. Pacific Life is a stockholder owned company. As such, purchasing and owning a Pacific Life contract does not confer any membership rights nor ownership rights in Pacific Life or any other company affiliated with Pacific Life.

Free Look Right – At any time within 10 days after you receive this contract, you may return it to us or the broker through whom you bought it. We will refund any premium paid less any annuity payments made.

This Contract is issued in consideration of the application and payment of premium.

This contract is executed for Pacific Life at Newport Beach, California, to be effective as of the Contract Date.

PACIFIC LIFE INSURANCE COMPANY

Chairman and Chief Executive Officer

Secretary

**Single Premium Settlement Annuity
Immediate Annuity – No Cash Value
Non-Participating – No Annual Dividends
Annuity Payments Specified in Contract Data
Annuities Payable in Fixed Dollar Amounts**

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SPECIMEN

CONTRACT DATA

Contract Number: 20129999

Contract Date: April 1, 2012

Owner: PACIFIC LIFE & ANNUITY SERVICES, INC.

SPECIMEN

SCHEDULE OF BENEFITS

Measuring Life: JOHN DOE
Payee Name: JOHN DOE
Contract/Certificate No.: 27545-99999

Benefits paid:

(Please see Application.)

END

NO BENEFITS, INCLUDING ANY DEATH BENEFITS, ARE PAYABLE EXCEPT ON THE DATES AND IN THE AMOUNTS SET FORTH ABOVE.

SERVICE CENTER

Send Forms and written requests to:

Pacific Life Insurance Company
P.O. Box 84307
Lincoln, NE 68501-4307

Hours: Between 6:00 am and 5:00 pm, Pacific Standard Time.

Toll-Free Number for Contract Owners: 1-888-728-5611

Please use our toll-free number to present inquiries or obtain information about your coverage and for us to provide assistance in resolving complaints or you may call your state insurance department at 1-303-894-7490.

GENERAL PROVISIONS

Cash Values – This Contract does not have cash or surrender values and cannot be surrendered in exchange for a lump sum.

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Owner of Contract - The Owner of this Contract will be entitled to the rights granted by this contract or allowed by Pacific Life under this Contract. If the owner is a partnership, the rights belong to the partnership as it exists when a right is exercised. If the owner is an individual, upon the death of the owner, the rights belong to the executor or administrator of the owner's estate unless otherwise provided in this contract.

Change of Designation - The owner has the right at any time to designate to whom annuity payments will be made. A change of designation may only be made by filing a satisfactory written notice with Pacific Life. A change of designation will not be in effect until recorded at the administrative office of Pacific Life. The change of designation shall be effective on the date the notice of change is signed by the owner, unless otherwise specified by the owner. Any payment made before Pacific Life records a change of designation will not be changed.

Change of Owner - A change in owner shall be effective on the date the notice of change is signed by the owner, unless otherwise specified by the owner, subject to any payments made or actions taken by Pacific Life prior to its' receipt of the notice of change. However, assignment of this contract will not be binding on Pacific Life until it is recorded at its administrative office. Pacific Life assumes no responsibility for the sufficiency or validity of any assignment. However, when an assignment is filed with Pacific Life and recorded at the administrative office, the Owner's rights will be subject to it.

Measuring Life – The Measuring Life is a natural person on whose life the benefit payments are based. There may be more than one Measuring Life under the Contract.

Beneficiary – Any annuity payments to be made after the death of any Measuring Life shall be made to such party as shall have been designated as Beneficiary in the Application or, if the Application does not provide for such designation, then to the Beneficiary designated in conformity with this provision. If no Beneficiary is living at the time of the death of a Measuring Life, payment shall be made to the decedent's estate. No designation or change of designation of a Beneficiary shall be effective unless such change (i) is requested in a written request submitted to Pacific Life in accordance with Pacific Life's customary procedures for processing such requests; and (ii) is confirmed by Pacific Life. The change of designation of Beneficiary shall be effective on the date the notice of change is signed by the owner, unless otherwise specified by the owner, subject to any payments made or actions taken by Pacific Life. Except for a designation that has been expressly identified in the Application as irrevocable, any designation of a Beneficiary shall be deemed to be revocable; and no party that is designated as a Beneficiary (other than a party irrevocably designated as a Beneficiary in the Application) shall, solely by virtue of its designation as a Beneficiary, be deemed to have any cognizable interest in any annuity payments.

Incontestability – Pacific Life will not contest the validity of this Contract.

Payment of Proceeds - If the Schedule of Benefits provides for the payment of benefits as long as a Measuring Life shall live, Pacific Life has the right before any payment is made to require due proof that the Measuring Life is living on the payment date, but may not require this proof more than once in any twelve-month period. For such benefits, no fractional payment will be made for the period from a payment date to the date of death of a Measuring Life.

If the Schedule of Benefits provides for payment of any benefits by reason of the death of a Measuring Life, due proof of death of the Measuring Life must be submitted to the administrative office of Pacific Life before such payment is made.

Misstatement of Age or Sex - If the age and/or sex of a Measuring Life has been incorrectly stated, any amount payable under this contract shall be such as the premium paid would have purchased at the correct age and/or sex according to the rate used by Pacific Life to originally purchase the benefits. Any underpayments or overpayments made by Pacific Life shall be added to or deducted from the payments to be made after the adjustment with interest at 3% per annum.

General Provisions - continued

Non-Participating – This Contract is classified as a non-participating contract. It does not participate in our profits or surplus, and therefore no dividends are payable.

SPECIMEN

The Contract - This Contract is issued in consideration of the application and payment of the premium. This Contract and the application for it, a copy of which is attached to and made a part of this Contract, constitute the entire Contract. All statements made by or for the applicant will be considered representations and not warranties. No statement shall void this Contract or be used in defense of a claim unless it is contained in the written application and a copy of the application is attached to this Contract when issued.

Who is Authorized to Make Changes in this Contract - No agent has authority to change this contract or to waive any of its provisions. No change, modification, or addition to this contract shall be valid unless evidenced by written endorsement hereon or written amendment hereto signed by the president and secretary of Pacific Life.

Conformity with Interstate Insurance Product Regulation Commission Standards – This contract was approved under the authority of the Interstate Insurance Product Regulation Commission and issued under the Interstate Insurance Product Regulation Commission standards. If there is any Contract provision that is in conflict with any Interstate Insurance Product Regulation Commission standards applicable to this Contract when this Contract was issued, the provision is amended to conform to that standard. Any such amendment is effective on the Contract Date.



PACIFIC LIFE

SPECIMEN

Pacific Life Insurance Company • 700 Newport Center Drive • Newport Beach, CA 92660

SINGLE PREMIUM SETTLEMENT ANNUITY CONTRACT

**Single Premium Settlement Annuity
Immediate Annuity – No Cash Value
Non-Participating – No Annual Dividends
Annuity Payments Specified in Contract Data**

NOTICE: PACIFIC LIFE IS AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

Pacific Life is an Equal Opportunity and Affirmative Action Employer and agrees to comply with all the provisions contained in Executive Order No. 11246, including specifically the Equal Employment Opportunity clause in Section 202, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Section 503 of the Rehabilitation Act of 1973, 29 U.S.C. 793, and implementing rules and regulations 41 CFR 60-1.4, 41 CFR 60-250.5 and 41 CFR 60-741.5(a), all amended and revised and hereby incorporated herein by specific reference, as though fully set forth herein.